

RECORDATION FORM COVER SHEET

Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TRADEMARK



05-21-2003

Our Ref.: 4014-67



102453712

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flodor Industrie S.A.

5-16-03

2. Name and address of receiving party(ies):

Name: San Carlo Gruppo Alimentare S.P.A.

Internal Address:

Street Address: Via F. Turati 29

City: Milano

State/Country: Italy

Zip:

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Italy

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment)

Additional name/s & address/es attached Yes No

Individual(s)

Association

General partnership

Limited Partnership

Corporation-State: France

Other:

3. Nature of conveyance:

Assignment

Merger

Security Assignment

Change of Name

Other:

Execution Date: November 20, 2002

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

(1)

(2)

(3)

B. Trademark Registration No.(s)

(1) 1,324,854

(2) 2,616,793

(3)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Frank P. Presta

Internal Address:

Street Address: Nixon & Vanderhye P.C.

1100 North Glebe Road

8th Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Frank P. Presta

Name of Person Signing

Frank P. Presta

Signature

May 16, 2003

Date

05/20/2003 DB/RNE 00000097 1324854

01 FC:4521 40.00 OP
02 FC:8522 25.00 OP

Total number of pages including cover sheet, attachments and document: _____

DEED OF ASSIGNMENT**CONTRATTO DI CESSIONE**

By this deed between

FLODOR INDUSTRIE S.A.

of French nationality

with head office in

Zone Industrielle La Chapelette

PERONNE, France

(assignor)

on the one part

and

SAN CARLO GRUPPO ALIMENTARE S.P.A.

of Italian nationality

with head office in

Via F. Turati 29, MILANO, Italy

(assignee)

on the other part

WHEREAS

1) By a Deed entered at Plailly, France

on 20th November 2002

the assignor

FLODOR INDUSTRIE S.A.

assigned and transferred to the assignee

SAN CARLO GRUPPO ALIMENTARE S.P.A.

several Trademark Registrations and/or Applications, together with the goodwill of

the business and the rights of using the

Trademarks in connection with the

production and the sale of the goods of

concern, and that such transaction was duly

notified to the competent French and Italian

authorities with payment of the relevant

taxes due,

2) That the ownership of the hereinbelow

listed Trademark Registrations and/or

Applications should be rectified,

THE PARTIES hereby agree and formally

Con il presente atto privato fra

FLODOR INDUSTRIE S.A.

di nazionalità francese

con sede in

Zone Industrielle La Chapelette

PERONNE, Francia

(cedente)

da una parte

e

SAN CARLO GRUPPO ALIMENTARE S.P.A.

di nazionalità italiana

con sede in

Via F. Turati 29, MILANO, Italia

(cessionaria)

dall'altra parte

P R E M E S S O

1) Che con atto concluso a Plailly, Francia

in data 20 novembre 2002

la cedente

FLODOR INDUSTRIE S.A.

ha ceduto e trasferito alla cessionaria

SAN CARLO GRUPPO ALIMENTARE S.P.A.

una serie di registrazioni e/o domande di

registrazione di marchio, unitamente al

relativo ramo d'azienda ed al diritto di

produrre, far produrre e vendere i prodotti

contraddistinti dai marchi, e che tale

operazione è stata debitamente portata a

conoscenza delle competenti autorità

francesi ed italiane con pagamento delle

relative tasse dovute.

2) Che la titolarità delle sottoelencate

registrazioni e/o domande di registrazione di

marchio deve essere regolarizzata,

LE PARTI si danno reciprocamente atto di

TRADEMARK

REEL: 002737 FRAME: 0083

acknowledge what previously agreed upon and stipulated, thereby including the assignment and transfer occurred from FLODOR INDUSTRIE S.A.

owner and exclusive proprietor in United States of America of the following Trademark Registrations and/or Applications:

■ **No. 1.324.854 "FLODOR";**

■ **No. 2.616.793 "FLODOR" device**

to
SAN CARLO GRUPPO ALIMENTARE S.P.A.
who accepted, the full, entire and absolute property thereof, without any restriction and with all the rights and obligations deriving therefrom.

The parties confirm moreover that as a consideration for this assignment, the assignee, only for the above Trademark Registrations and/or Applications, paid the sum of 1.000,00 (one thousand/00) Euros to FLODOR INDUSTRIE S.A. assignor.

The parties agree to undersign any further agreement or document required for the recordal of this assignment at the involved Administrations.

The formalities and costs required for giving this deed its full and legal force in United States of America and recording it at the local Trademarks and Patents Office are at the charge of
SAN CARLO GRUPPO ALIMENTARE S.P.A.
assignee.

confermare quanto precedentemente convenuto e stipulato, ivi inclusa la cessione ed il trasferimento a suo tempo intervenuti da FLODOR INDUSTRIE S.A.

titolare e proprietaria esclusiva in Stati Uniti d'America delle seguenti registrazioni e/o domande di registrazione di marchio:

■ **nr. 1.324.854 "FLODOR";**

■ **nr. 2.616.793 "FLODOR" figura**

a
SAN CARLO GRUPPO ALIMENTARE S.P.A.
che ha accettato, la proprietà piena, intiera ed esclusiva dei marchi, senza restrizione alcuna e con tutti i diritti e gli oneri che ne conseguono.

Le parti confermano inoltre che quale corrispettivo per la cessione ed il trasferimento, limitatamente ai suddetti marchi, la cessionaria ha versato la somma di 1.000,00 (mille/00) Euro a FLODOR INDUSTRIE S.A. cedente.

Entrambe le parti si impegnano a sottoscrivere qualsiasi ulteriore atto o documento necessario per il perfezionamento delle trascrizioni della presente cessione presso le Amministrazioni competenti.

Tutte le pratiche e tutte le spese necessarie per conferire al presente atto il suo pieno ed intero valore legale in Stati Uniti d'America sono a carico di SAN CARLO GRUPPO ALIMENTARE S.P.A., cessionaria.

Signed and delivered at *Milano*
on *19th MARCH 2003*

Fatto e sottoscritto a *Milano*
in data *19 MARCH 2003*


FLODORNI INDUSTRIE S.A.

(assignor - cedente)


SAN CARLO GRUPPO ALIMENTARE S.P.A.

(assignee - cessionaria)